



6. This Court has subject matter jurisdiction over this matter pursuant to Title 28, U.S.C. § 1332 because there is complete diversity of citizenship of the parties and the amount in controversy exceeds \$75,000.

7. Venue is proper in this Court pursuant to Title 28, U.S.C. § 1391 because the events giving rise to the claim occurred in this judicial court. Additionally, Owners does business and/or transacts business in this judicial district and, therefore, it is subject to personal jurisdiction in this judicial district and resides here for venue purposes.

8. Vinayaka Hospitality Schaumburg LLC is the owner of the commercial building located at 1725 East Algonquin Road in Schaumburg, Illinois out of which it owns and operates the Wyndham Garden Schaumburg hotel (“the Building”).

9. Owners issued to Plaintiffs a commercial property insurance policy effective from April 1, 2022 to April 1, 2023 (“the insurance policy”), a copy of which is attached as Exhibit A.

10. Under the insurance policy, Owners insured Plaintiffs against direct physical loss of or damage to the Building unless limited or excluded.

11. The insurance policy also provided coverage for the actual loss of business income sustained by Plaintiffs due to the necessary suspension of its hotel operations during the period of restoration resulting from a covered loss.

12. On or about January 30, 2023, while the insurance policy was in full force and effect, the Building sustained water damage that was neither limited nor excluded (“the water loss”).

13. Plaintiffs duly submitted a claim to Owners for benefits under the insurance policy.

14. Plaintiffs have substantially performed all post-loss duties required by the insurance policy to be performed by them, requested of them, and/or not waived by Owners including, but not limited to, paying the premium for the insurance policy, giving prompt notice of the water loss, exhibiting the Building for inspection, cooperating with the investigation of the water loss, and timely filing suit.

15. It is Owners' contractual duty to pay Plaintiffs for all amounts due under the insurance policy for the covered water loss, including the cost to repair/replace the damage to the Building sustained as a result of the water loss and the business income it lost.

16. Although requested to do so, Owners has failed and refused to pay Vinayaka for all of the damage to the Building caused by the covered water loss, which failure and refusal constitutes a breach of the insurance policy.

17. Although requested to do so, Owners has failed and refused to pay Vinayaka for the business income it lost due to the water loss, which failure and refusal constitutes a breach of the insurance policy.

18. These breaches of the insurance policy were and are the direct and proximate cause of damage to Plaintiffs in an amount in excess of \$75,000.

19. This is an action based on a "written instrument" within the meaning of the Illinois Interest Act and, therefore, Plaintiffs are entitled to prejudgment interest.

WHEREFORE, Plaintiffs, Vinayaka Hospitality LLC and Vinayaka Hospitality Schaumburg LLC, pray for judgment in their favor and against Defendant, Owners Insurance Company, in an amount in excess of \$75,000, plus prejudgment interest and costs.

**Plaintiffs demand a trial by jury.**

/s/ Edward Eshoo, Jr.  
Edward Eshoo, Jr.  
Christina M. Phillips  
MERLIN LAW GROUP  
181 West Madison, Suite 3475  
Chicago, Illinois 60602  
Telephone: (312) 260-0806  
Facsimile: (312) 260-0808  
[eeshoo@merlinlawgroup.com](mailto:eeshoo@merlinlawgroup.com)  
[cphillips@merlinlawgroup.com](mailto:cphillips@merlinlawgroup.com)  
*Attorneys for Plaintiffs*